

Adopted at Meeting of 12/ 13/73

RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT FOR
OPEN SPACE PROJECT
PROJECT NUMBER MASS. HPR-4

WHEREAS, the Boston Redevelopment Authority (the "Applicant") has heretofore submitted an application to the United States of America, Department of Housing and Urban Development (the "Government") for a grant under Section 702 of the Housing and Urban Development Act of 1961, as amended, to aid in financing a certain project for the development of land to be used as permanent open space land identified as Project No. Mass. HPR-4 and

WHEREAS, the Government has approved the said application and has submitted to the Applicant a certain Grant Agreement (the "Agreement") for approval and execution by the Applicant, which said Agreement is satisfactory;

NOW, THEREFORE, BE IT RESOLVED BY THE MEMBERS OF THE BOSTON REDEVELOPMENT AUTHORITY, that the said Agreement, a copy of which is attached hereto, be and the same is hereby approved. The Chairman is hereby authorized and directed to execute the said Agreement in the name and on behalf of the Applicant, in as many counterparts as may be necessary, and the Secretary is hereby and directed to affix or impress the official seal of the Applicant thereon and to attest the same. The proper officer is directed to forward the said executed counterparts of the said Agreement to the Government, together with such other documents evidencing the approval and authorization to execute the same as may be required by the Government.

UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONTRACT FOR GRANT TO ACQUIRE AND/OR DEVELOP LAND
FOR OPEN SPACE PURPOSES

UNDER

TITLE VII OF THE HOUSING ACT OF 1961, AS AMENDED

PART I

Project No. Mass. HPR-4
Contract No. B-1092

THIS AGREEMENT, consisting of this Part I and Part II, Terms and Conditions (HUD 3180b, 6/69) and attachments referred to herein and made a part hereof (hereafter called the "Contract"), effective on the date set out below, by and between BOSTON REDEVELOPMENT AUTHORITY (herein called the "Public Body") and the UNITED STATES OF AMERICA (herein called the "Government"); WITNESSETH:

In consideration of the mutual covenants, promises and representations contained herein, the parties do agree as follows:

1. The Public Body agrees to undertake, carry out, and complete the restoration and improvement activities described as follows: Improvement and restoration of the Faneuil Hall Market Building (Quincy Market) located in the Downtown Waterfront Urban Renewal Project of Boston.

2. The Government agrees to make a grant to the Public Body to assist it in carrying out the Project. The grant shall in no event exceed the lesser of (i) 50 percent of the eligible Project Costs including the cost of relocation payments and assistance, as determined by the Government, or (ii) \$100,000.00.

3. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and such counterparts shall constitute one and the same instrument.

4. Special Conditions.

A. Compliance with the Provisions of the Clean Air Act. Notwithstanding any other provisions of this Contract, the BOSTON REDEVELOPMENT AUTHORITY agrees to comply with the Clean Air Act, as amended (42 U.S.C. 1857, et seq.), and the standards issued thereto, in connection with the activities receiving assistance hereunder.

B. Prior to the Government disbursing any portion of the grant, and the Grantee undertaking any improvements to be accomplished under this contract, the Grantee shall submit to and receive approval from the Government for final plans and specifications in accordance with Section 106 of the Historic Preservation Act of 1966.

5. Compensation to Government for its Audits and Inspections. The Public Body will compensate the Government for its inspections and audits, provided for in Sec. 103 (B) of Part II of this Contract, a fixed fee in the amount of \$1,692.00. The fixed fee shall be payable at the time the first requisition for a Grant Payment is approved by a deduction of the entire amount of the fixed fee from the first Grant payment to the Public Body: Provided, that in the event the Grant amount authorized under Section 2 hereof with respect to the actual cost of the Project is increased, the additional fixed fee payable thereby shall be deducted from the next Grant Payment made to the Public Body.

IN WITNESS WHEREOF, the Public Body has caused this Contract to be duly executed in its behalf and its seal to be hereunto affixed and attested; and, thereafter, the Government has caused the same to be duly executed to its behalf this ____ day of _____, 1973.

(SEAL)

BOSTON REDEVELOPMENT AUTHORITY

BY _____
(Signature)

(Type or Print Name)

(Title)

ATTEST:

(Signature)

(Title)

UNITED STATES OF AMERICA
Secretary of Housing and
Urban Development

BY _____
Boston Area Director

MEMORANDUM

December 13, 1973

TO: BOSTON REDEVELOPMENT AUTHORITY

FROM: ROBERT T. KENNEY, DIRECTOR

SUBJECT: WATERFRONT PROJECT, MASS. R-77
RESTORATION OF FANEUIL HALL MARKET -- REQUEST
AUTHORIZATION TO EXECUTE GRANT AGREEMENT FOR A HUD
HISTORIC PRESERVATION GRANT (MASS. HPR-4)

The Authority has received notice from the Department of Housing and Urban Development of a \$100,000 grant for the purpose of assisting in the restoration of the Faneuil Hall Market building. Execution of the Grant Agreement has been requested by HUD.

Receipt of this grant will enable the Authority to proceed with the restoration of this historic structure as part of the overall Faneuil Hall Markets improvements now underway.

It is recommended that the Chairman be authorized to accept and execute this Agreement and that the attached resolution be adopted.

Attachments:

